DEPARTMENT OF THE AIR FORCE





OFFICE OF THE UNDER SECRETARY

MEMORANDUM FOR SEE DISTRIBUTION

16 Apr 2003

FROM: SAF/IAPX

1080 Air Force Pentagon Washington DC 20330-1080

SUBJECT: Air Force-Sponsored Exercises, Competitions, Evaluations and Deployments

(SAF/IAPX03014, 11 Mar 03) (IAPX030018)

Referenced memo provided policy guidance for USAF-hosted exercises, competitions, evaluations, and unit deployments in US airspace pending publication in AFMAN 16-101.

In conjunction with our review of USAF conducted exercises and foreign unit deployments to USAF bases, we have revised the Exercise Note (Atch 1) to address other flying events, such as competitions, evaluations and foreign unit deployments. In addition, a new note to address ground and aircraft accident investigation procedures is provided. Effective immediately, both notes will be included in Letters of Offer and Acceptance (LOAs) for all USAF-hosted exercises, competitions, evaluations, and unit deployments. Atch 2 is also required for new LOAs, or amendments that extend the period of performance, for dedicated foreign training units.

Any proposed change to either note, with the exception of the explanatory information identified in italics, must be forwarded to SAF/IAPX for review and staffing with SAF/GCI and other Air Staff organizations, as appropriate.

SAF/IAPX POCs are Cynthia Sparkman, DSN 425-8905, and Debra Wortham, DSN 425-8983.

//Signed//
TERRY L. BATES
Chief, Security Assistance Policy Division
Deputy Under Secy, Int'l Affairs

Attachments:

- Note Participation in US Exercise, Competition, Evaluation, or Unit Deployment
- 2. Note Ground & Aircraft Accident & Investigation Procedures

PARTICIPATION IN US EXERCISE, COMPETITION, EVALUATION, OR UNIT DEPLOYMENT

- a. This LOA is to support the Purchaser in its participation in a military exercise, competition, evaluation or unit deployment (hereafter referred to as the "event"). Charges indicated herein for support provided Purchaser for the event are best estimates only. Billing will be at the rate that is current at the time the support is provided. All prices are subject to adjustment during final cost reconciliation of the case.
- b. Any munitions, parts, supplies, maintenance, or other articles or services furnished for the Purchaser in support of the event will be paid for by the Purchaser under this case.
- c. This LOA will be modified to include a medical services line if emergency care is required and provided to Purchaser's personnel. Routine medical care will not be provided in conjunction with participation in this event.
- d. All Purchaser personnel who will fly during the event must meet the following qualifications: (Enter experience and English language fluency requirements for aircrew and other international participants, such as weapons controllers. These requirements must be provided by the sponsoring/hosting USAF major command.) Only those English-speaking countries exempt from both in-country and CONUS language testing under the annual SECDEF/USED/DSCA message identifying ECL and OPI testing waivers are exempt from language testing. Language testing for all other countries will be conducted in-country prior to arrival at the event location. A list of participants, along with their flying experience background and language fluency levels, will be furnished to (identify the sponsoring/hosting command/unit) no earlier than 105 days but not later than 30 days prior to arrival at the event location.
- e. Purchaser personnel will have the following security clearance: (Enter the US-equivalent security clearance required. Security clearance requirements must be provided by the sponsoring/hosting USAF major command.)
- f. The USAF will not provide formal or informal training, instruction or otherwise impart military skills to Purchaser personnel. The sole purpose of the event will be to mutually practice, test and evaluate the capabilities of all the participants to perform their respective missions.
- g. The Purchaser understands that the event may be postponed or cancelled by the USAF. Further, the Purchaser understands that all costs incurred on Purchaser's behalf will be the responsibility of the Purchaser.
- h. Purchaser will provide personal flying equipment for its personnel who participate in the flying event. Purchaser personnel will report to the appropriate host organization for background and familiarization briefings prior to participation in the event. Events will be scheduled based on US requirements not specifically scheduled for the convenience of the Purchaser.
- i. Purchaser will be responsible for all transportation, pay and allowances for its personnel. Onbase quarters will be provided at Purchaser's expense to unaccompanied personnel to the extent feasible. Maid fees and services charges, as appropriate, will be billed directly to the personnel involved. No on-base dependent housing will be provided.
- j. Visit requests must be processed in accordance with Handbook for Service Attaches Accredited to Dept of Air Force.
- k. The Purchaser must accept this LOA to allow its implementation prior to the arrival of the event participants. Without this LOA for support in place, the Purchaser's participants are not authorized access to any military installation hosting said event(s).

GROUND AND AIRCRAFT ACCIDENT AND INVESTIGATION PROCEDURES

- a. The Purchaser will promptly inform the sponsoring base/unit USAF safety office of any accident/incidents.
- b. The USAF has the authority to conduct any accident/incident safety investigations it deems appropriate, including accidents/incidents involving only Purchaser equipment and personnel or accidents/incidents involving the Purchaser and another international participant (even if the USAF equipment/personnel are not involved in the accident/incident).
- (1) When only Purchaser equipment and personnel are involved, the USAF may defer responsibility for determining the need for and conducting a safety investigation to the Purchaser; however, the Purchaser will allow the USAF (if/when the USAF deems appropriate) to observe the Purchaser safety investigation.
- (2) When an accident/incident involves Purchaser personnel/ equipment and/or one or more international participants (i.e. not involving USAF equipment/personnel or US civil aviation function), the Purchaser will fully cooperate and support the resulting accident/incident safety investigation with appropriate resources (e.g. investigators, technical advisors, medical advisors, observers).
- c. The Purchaser agrees to abide by US rules and regulations regarding classified and/or information protected by military safety privilege.
- d. The USAF and Purchaser agree to provide each other final copies of any safety investigations conducted by either Air Force (or any legal report if one is prepared)-releasing all information except information protected from release by the military safety privilege.
- e. For accidents/incidents involving civil aircraft and military aircraft, the safety investigation will be conducted in accordance with the provisions of Annex 13 to the ICAO Convention on International Civil Aviation. Primary responsibility for investigations of these accidents/incidents rests with the National Transportation Safety Board and/or Federal Aviation Agency. The Purchaser is responsible for cooperating with these investigations.
- f. The Purchaser agrees that all USAF expenses associated with any investigations involving the Purchaser's equipment/personnel will be chargeable to this LOA (e.g. costs of travel, per diem, fire suppression, rescue, contracting services, environmental remediation, etc.).
- g. If other international participants are involved in any accident/incident, this LOA will be used to reimburse the USAF for Purchaser's share of accident/incident expenses.

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